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7 The Honorable _____
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12 UNITED STATES DISTRICT COURT
13 WESTERN DISTRICT OF WASHINGTON
14 AT SEATTLE
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16 WEDI CORP.,
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18 Plaintiff,
19 v.
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21 BRIAN WRIGHT, SOUND PRODUCT
22 SALES L.L.C., and HYDRO-BLOK USA
23 LLC,
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25 Defendants.
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1 injunction restraining and prohibiting Defendants from further engaging in their unlawful
 2 activities.

3 **THE PARTIES**

4 2. Plaintiff wedi Corp. is an Illinois corporation with its principal place of business
 5 located in Carol Stream, Illinois. Among its activities, wedi distributes sealants and construction
 6 materials for use in bathroom systems throughout the United States and elsewhere.

7 3. Upon information and belief, Defendant Brian Wright is a resident of Washington
 8 whose home address is 13433 228th Street Southeast, Snohomish, Washington 98296. From
 9 2008 to September 1, 2014, Wright was a sales agent for wedi.

10 4. Upon information and belief, Defendant Sound Product Sales L.L.C. ("Sound
 11 Product") is a Washington limited liability company with its principal place of business at 6029
 12 238th Street, Suite 100, Woodinville, Washington 98072. Upon information and belief, Sound
 13 Product is controlled by Wright, its Member and Manager.

14 5. Upon information and belief, Defendant Hydro-Blok USA LLC is a Washington
 15 limited liability company with its principal place of business at Wright's home address at 13433
 16 228th Street Southeast, Snohomish, Washington 98296. Wright controls Hydro-Blok USA and
 17 acts as its Manager, and his wife, Cara Wright, is its registered agent in Washington. Upon
 18 information and belief, Wright's wife also owns Hydro-Blok USA and Sound Product.

19 **JURISDICTION AND VENUE**

20 6. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C.
 21 §§1331 and 1332(a) because Plaintiff asserts claims under section 43(a) of the Lanham Act, 15
 22 U.S.C. §1125, and because this action is between citizens of different States and the matter in
 23 controversy exceeds \$75,000, exclusive of interest and costs. This Court has subject matter
 24 jurisdiction over wedi's state law claims pursuant to the principals of pendent jurisdiction under
 25 28 U.S.C. §1337(a).

7. Venue is appropriate under 28 U.S.C. §1331 in that a substantial part of the events or omissions giving rise to the claims occurred within the Western District of Washington and Defendants reside here.

FACTUAL BACKGROUND

8. Among the products distributed by wedi is a composite board product (the “wedi Building Panels” or the “wedi Product”), which is used in the building and renovation industry for such applications as the construction of waterproof shower systems or other walls on which tile or stone may be affixed. The wedi Product is sold worldwide and is manufactured by wedi’s parent company in Germany, wedi GmbH.

9. The wedi Product consists of a 100% waterproof blue core made from CFC-free extruded polystyrene rigid foam covered on both sides with a layer of cement resin (mortar) with an embedded reinforcement. As described in wedi's Technical Handbook:

wedi® Building Panels are so much more than a component for building and offer endless installation capabilities. Available in a wide variety of thicknesses and sizes, they are compatible with virtually any substructure. wedi Building Panels are lightweight, waterproof and dimensionally stable, making them fast and simple to work with. The blue waterproof core is CFC-free, made from extruded polystyrene foam, reinforced with fiberglass on both sides, and coated with synthetic polymer resin mortar. The wedi Building Panel combines the benefits of the latest manufacturing technology and material quality offered with sound and traditional benefits our trades enjoy. wedi Building Panels are waterproof, lightweight, easy and clean to cut and still incredibly strong and bond friendly for any type of thinset mortar application.

10. Wedi first employed Defendant Wright as exclusive agent and Regional Sales Manager pursuant to an Agency Agreement dated June 1, 2008, to sell and promote wedi products in fourteen western States, including California, Washington, Oregon, and Idaho. Effective January 1, 2013, the parties executed a new Agency Agreement (the “Agreement”), a copy of which is attached hereto as Exhibit 1.

11. Pursuant to the Agreement, wedi appointed Wright (doing business under his company, Sound Product), as wedi's exclusive agent ("Agent") to solicit orders for wedi

1 products (“Products”) in the territory consisting of Washington, Oregon, Idaho, Hawaii, and
2 British Columbia (the “Territory”). Ex. 1, 1(a), Exhibit B. Wright accepted such appointment
3 and “agree[d] to sell and promote the Products within wedi’s Tile, Building Materials, Plumbing,
4 Flooring Distribution Market Distribution.” *Id.*, 1(b). Wright’s compensation was in the form of
5 commissions on sales to distributors assigned to Wright in the Territory and procured by him.
6 *Id.*, 2(a)-(c).

7 12. Wright’s responsibilities as Agent under the Agreement included, among other
8 things:

9 (a) The Agent shall use their best efforts to promote the sale of wedi’s products in
10 the Territory, establish and maintain contacts with wedi customers in the
11 Territory, visit such customers on a regular basis, and participate in trade shows
and seminars per request by wedi.

12 (b) The Agent’s sales activities shall be strictly in accordance with wedi’s
13 requirements, instructions and sales practices. The Agent shall quote only prices
14 in accordance with wedi’s price quotations and terms previously approved by
wedi in writing.

15 (c) The Agent will not violate and will fully support wedi’s strategic objectives as
16 outlined in annual briefings/meetings.

17 Ex. 1, 4(a)-(c).

18 13. Upon termination of the Agreement, Wright was required to, *inter alia*:

19 immediately cease using and shall deliver (or return, as applicable) to wedi,
20 without retaining copies: (i) any unused promotional materials provided hereto;
21 (ii) all lists of customers, books, records and other information supplied to,
22 developed or maintained by the Agent pertaining to customers or prospective
23 customers, and otherwise pertaining to the exercise of his rights and performance
of his obligations under this Agreement; (iii) all forms, directives, policy manuals
and other written information and materials supplied to Agent by wedi pursuant to
this Agreement or which contain wedi’s trademarks or service marks; and (iv) any
other information which the Agent is required to treat as confidential pursuant
hereto.

24 Ex. 1 at 6(c).

1 14. The Agreement contains the following confidentiality provision:

2 For the period starting on the date of this Agreement and continuing until two (2)
 3 years after the termination of this Agreement, the Agent will hold in confidence
 4 and will not disclose or use, any confidential information disclosed to him by
 5 wedi; provided that with respect to any information which rises to the level of a
 6 trade secret under the applicable law, the Agent's obligation hereunder shall
 7 remain in full force and effect for so long as such information remains a trade
 8 secret under the applicable law. Confidential information for purposes of this
 9 section shall mean all data and other information disclosed to, or otherwise
 10 acquired by, the Agent relating to the business of wedi (whether constituting a
 11 trade secret or not) which is of value to wedi in the conduct of its business and is
 12 not generally known by others who are engaged in the same or a substantially
 13 similar business; but shall not include information which is: (i) known by the
 14 Agent at the time it was disclosed to, or otherwise acquired by, him, (ii) known or
 15 becomes known to the public through no fault of the Agent, (iii) rightfully
 16 furnished to the Agent by a third person without restriction, or (iv) independently
 17 developed and disclosed by a third person.

18 Ex. 1 at 7(a).

19 15. As Agent for wedi, Wright was also wedi's fiduciary, and as such owed wedi
 20 fiduciary duties including the duty of candor, rectitude, care, loyalty, trust, and good faith.
 21 Wright was prohibited from placing himself in a position which was adverse to wedi during the
 22 existence of the agency, and was required to keep wedi informed on all matters of which he had
 23 knowledge that pertained to the subject matter of his agency with wedi. Wright, for example, in
 24 fulfilling his duties as fiduciary and exclusive agent in the promotion and sale of wedi's products
 25 in the Territory, was obligated to disclose to wedi any activities or products of third parties that
 26 could affect wedi's business or otherwise be detrimental to wedi, and to refrain from any
 activities himself that could conflict with wedi's best interests.

26 16. Upon information and belief, at some point at least as early as 2013 and during
 the term of his agency with wedi, Wright began collaborating with Hydroblok International Ltd.
 ("Hydroblok Canada" or "Hydroblok"), a company organized under the laws of Canada with its
 principal place of business at 304-20338 65th Avenue, Langley, British Columbia, Canada V2Y
 2XS. Hydroblok Canada is controlled and (upon information and belief) owned by Ken Koch

1 ("Koch"), a former wedi sales representative in British Columbia, Yukon, and the Northwest
 2 Territories of Canada whose own Agency Agreement with wedi was terminated as of January 31,
 3 2011.

4 17. Hydroblok Canada was interested in introducing and selling in the United States
 5 certain products that are directly competitive with products distributed by wedi, including the
 6 wedi Building Panels, and wanted to exploit Wright's knowledge of wedi and its products as
 7 well as his relationships with wedi customers developed while an Agent for wedi. Hydroblok
 8 Canada wanted Wright to be its sales agent in the same general territory in which Wright was
 9 already wedi's Agent, to import, promote and sell Hydroblok Canada's competing products.

10 18. Upon information and belief, Wright and Hydroblok Canada engaged in
 11 discussions regarding Hydroblok Canada's intentions to enter the United States with its products
 12 and compete directly with wedi while Wright was still wedi's Agent, during which time
 13 Hydroblok Canada was aware of Wright's Agreement with wedi and its contents. Wright and
 14 Hydroblok Canada agreed that Wright would act as Hydroblok Canada's agent as part of its
 15 organized campaign to penetrate the United States bathroom and kitchen construction and
 16 remodeling industry and that Wright would commence his activities in the execution of their plan
 17 while still employed as wedi's Agent, all of which would be concealed from wedi despite
 18 Wright's contractual and fiduciary obligations and duties to wedi.

19 19. Among the products Hydroblok Canada and Wright wanted to sell in Washington
 20 and elsewhere is a shower system utilizing waterproof foam boards covered on each side with
 21 reinforced mortar much like wedi's Building Panels described in Paragraph 9 above, as well as
 22 other related products. As part of its organized campaign to penetrate the U.S. market and
 23 elsewhere, Hydroblok Canada (and Hydro-Blok USA) advertises its product as: "Introducing
 24 HYDRO-BLOK, the better, easier & more cost-effective way to build complete shower
 25 systems."

1 20. Hydroblok Canada and Hydro-Blok USA claim in their advertisements,
 2 brochures, on product samples, and on their Internet website that Hydroblok has “The BETTER
 3 Shower System.” Upon information and belief, Wright assisted with the design and content of
 4 Hydroblok Canada’s marketing materials while still employed with wedi.

5 21. Hydroblok Canada and Hydro-Blok USA claim, *inter alia*:

6 What is HYDRO-BLOK™?

7 Put simply, it is the easiest, quickest and most user-friendly way to build a water-
 8 proof shower or tub surround at a price you can afford. The HYDRO-BLOK
 9 system was developed to provide you with a convenient and hassle-free way to
 build and customize the shower of your dreams.

10 Whether you are a Do-It-Yourselfer or contractor, you will be thoroughly
 11 impressed at the quality and affordability that comes with using HYDRO-BLOK
 12 products. With its closed-cell XPS foam core and its polymer-modified cement
 13 coating, you get a fully waterproofed line of shower pans, wallboards and
 14 accessories that are lightweight, strong and ready for your tile or stone creations.

15 Exhibit 2 hereto is a copy of the “Home” page from Hydroblok Canada’s and Hydro-Blok
 16 USA’s website at www.hydroblok.com. Implying that no other products offer what Hydroblok’s
 17 Shower System offers in comparison with traditional showers, Hydroblok Canada and Hydro-
 18 Blok USA claim that they have “The BETTER Shower System” because it offers a new product
 19 that has multiple claimed advantages over traditional showers. *See* Ex. 2. In actuality, however,
 20 wedi’s shower system offers the same or similar advantages.

21 22. On information and belief, beginning in or around December 2014, Hydro-Blok
 22 USA began distributing a brochure (which was also posted on the website shared by Hydro-Blok
 23 USA and Hydroblok Canada) that claimed: “All Hydro-Blok® products are IAPMO tested and
 24 certified.” The International Association of Plumbing and Mechanical Officials (“IAPMO”)
 25 certifies those products that meet applicable performance standards. Despite this claim, IAPMO
 26 had not certified *any* Hydroblok products until March 2015.

1 23. After engaging in conduct detrimental to wedi in derogation of his contractual and
 2 fiduciary duties to wedi while employed as an Agent for wedi, Wright resigned from his position
 3 with wedi and the Agreement terminated effective September 1, 2014. As part of the scheme
 4 between Wright and Hydrobloc Canada, Wright was to form a new company in Washington
 5 after he resigned from wedi that would act, at Wright's direction and control, as Hydrobloc
 6 Canada's formal (and publicly disclosed) agent to distribute Hydrobloc Canada's products in the
 7 United States. On or about September 18, 2014, Wright formed Defendant Hydro-Blok USA,
 8 which is licensed as a distributor and agent to promote and sell Hydrobloc Canada products in
 9 the United States.

10 24. Upon information and belief, for his own benefit to the detriment of wedi, Wright
 11 engaged in at least the following conduct while still employed as Agent for wedi and thereafter,
 12 and with the agreement, aid, and assistance of Hydrobloc Canada:

13 (a) Failed to inform wedi of Hydrobloc Canada's plans to enter the United
 14 States market with products directly competitive to wedi's products and of the
 15 discussions, negotiations, and agreement between Wright and Hydrobloc Canada in
 16 pursuit of their scheme.

17 (b) Received Hydrobloc product samples, displays, and other marketing
 18 material for the purpose of approaching wedi's distributors and potential customers to
 19 discuss the products that Hydrobloc would be offering in the United States in direct
 20 competition with wedi, and proceeding to use those product samples, displays, and other
 21 marketing material with wedi customers in an organized campaign to generate interest in
 22 and create sales channels for Hydrobloc's products and shower system.

23 (c) Used wedi confidential information that Wright obtained while wedi's
 24 Agent in assisting Hydrobloc Canada in designing products and preparing marketing
 25 material, establishing pricing for Hydrobloc's products, and exploiting wedi's customer

1 information, purchasing histories, and relationships to advantage Hydrobloc Canada and
2 disadvantage wedi.

3 (d) Began approaching wedi customers and potential customers in late 2013
4 or early 2014 and soliciting them for Wright's personal benefit in connection with his
5 plans with Hydrobloc Canada. Wright told them, *inter alia*, that he had been working on
6 a competing product to wedi's shower system and that he would soon offer it for sale to
7 wedi's customers. Wright also subsequently gave some of them Hydrobloc product
8 samples, display boxes, and/or price lists.

9 (e) Designed, provided the artwork, and assisted in writing the content for
10 Hydrobloc Canada's marketing materials, which were to be used by Wright as its agent,
11 including a brochure which was prepared prior to, and available in the market
12 immediately after, Wright's resignation from wedi effective September 1, 2014.

13 (f) Distributed price lists for Hydrobloc Canada's products to retailers and
14 distributors, including wedi's distributors.

15 (g) Reviewed and assisted with the design and content of Hydrobloc Canada's
16 website, which was to be and is being shared by Hydro-Blok USA through
17 www.hydrobloc.com and www.hydroblocusa.com.

18 (h) Made false and misleading statements through marketing materials and
19 orally concerning the qualities and attributes of the Hydrobloc shower system compared
20 to other products, including wedi's products, and disparaged the products of wedi.
21 Among other things, Wright (and subsequently Hydro-Blok USA) falsely represented
22 that Hydrobloc Canada provided the better shower system and offered the easiest,
23 quickest and most user-friendly way to build a shower system similar to the one wedi
24 offered.

25 (i) Failed to follow wedi's practices and strategies regarding, *inter alia*,
26 wedi's policies regarding advertised pricing by wedi distributors.

(j) Encouraged wedi product users (e.g., contractors, builders, retailers) and end consumers to purchase from certain wedi distributors that Wright believed would be likely to support Hydroblok and purchase Hydroblok products from him so he could more easily convert sales away from wedi to himself, Hydro-Blok USA, and Hydroblok Canada.

25. As a result of Wright's and Hydro-Blok USA's wrongful conduct, wedi has been damaged in an amount in excess of \$500,000, including but not limited to more than \$250,000 wedi paid to Wright for commissions while Wright was breaching his fiduciary duties to wedi as well as damages from lost business relationships and sales, harm to wedi's national reputation, and time, costs, and effort of wedi in attempting to mitigate the harm caused by Defendants' wrongful conduct.

COUNT I – BREACH OF CONTRACT (WRIGHT)

26. Wedi realleges and incorporates herein by reference paragraphs 1 through 25 above as if fully stated herein.

27. Wedi and Wright had a valid and enforceable contract between them.

28. Wedi paid Wright all commissions due under the Agreement and has otherwise performed all conditions precedent needing to be performed thereunder.

29. Wright breached his responsibilities, duties, and obligations under the Agreement, including, but not limited to §§4(a)-(c), 6(c), and 7(a).

30. Wedi has been damaged by Wright's breach of the Agreement in an amount to be determined at trial.

COUNT II – BREACH OF FIDUCIARY DUTY (WRIGHT)

31. Wedi realleges and incorporates herein by reference paragraphs 1 through 30 above as if fully stated herein.

32. Wright was wedi's agent and fiduciary pursuant to the Agreement.

1 33. Wright breached his fiduciary duties to wedi by, *inter alia*, soliciting wedi's
 2 customers for himself, acquiring personal interests adverse to wedi, dealing independently of the
 3 interests of wedi to his personal gain in the subject matter of his agency, concealing facts that
 4 were material to wedi's business and within the subject matter of his agency, engaging in
 5 activities that conflicted with wedi's best interests and assisting a competing business, placing
 6 himself in a position that was adverse to wedi during the existence of the agency, and violating
 7 his duties to wedi of candor, rectitude, care, loyalty, trust, and good faith.

8 34. Wedi has been damaged by Wright's breach of his fiduciary duties to wedi,
 9 including more than \$250,000 in commissions wedi paid Wright during the time that Wright was
 10 breaching his fiduciary duties to wedi, for which wedi seeks disgorgement.

11 **COUNT III –UNJUST ENRICHMENT (SOUND PRODUCT)**

12 35. Wedi realleges and incorporates herein by reference paragraphs 1 through 34
 13 above as if fully stated herein.

14 36. Wright was wedi's agent and fiduciary under the Agreement. Wright did business
 15 as Sound Product and requested that his commission checks from wedi be made payable to
 16 Sound Product. Upon information and belief, Sound Product provided no additional services to
 17 wedi that Wright did not provide personally as agent for wedi.

18 37. Wright breached his fiduciary duties to wedi causing it damages for which wedi
 19 seeks compensation, including, *inter alia*, restitution of more than \$250,000 in commissions paid
 20 to Wright through Sound Product during the period of Wright's breach of his fiduciary duties.

21 38. By paying Wright's commissions to Sound Product as directed by Wright, wedi
 22 conferred a benefit on Sound Product of which Sound Product was aware. Because of the breach
 23 of his fiduciary duties to wedi while wedi was paying his commissions, it would be unjust to
 24 allow Sound Product to keep the commissions for which wedi seeks disgorgement as part of its
 25 compensatory damages caused by Wright.

**COUNT IV – LANHAM ACT, 15 U.S.C. §1125
(WRIGHT AND HYDRO-BLOK USA)**

39. Wedi realleges and incorporates herein by reference paragraphs 1 through 38 above as if fully stated herein

40. Wedi and Hydro-Blok USA, in connection with Hydroblok products, used in interstate commerce through commercial advertising or promotion (including through Hydro-Blok's and Hydroblok Canada's websites, brochures, marketing materials, price lists, samples, and displays) false or misleading descriptions or representations of fact which misrepresent the nature, characteristics, and qualities of Hydroblok products and wedi products.

41. Wright's false or misleading statements actually deceive or have a tendency to deceive a substantial segment of its intended audience (e.g., distributors, retailers, and users of shower system products similar to those offered by wedi) and are material to their purchasing decisions.

42. Among other things, Wright's and Hydro-Blok USA's statements that Hydroblok offers "The BETTER Shower System," "the better, easier & more cost-effective way to build complete shower systems," and the "easiest, quickest and most user-friendly way to build a water-proof shower or tub surround" are literally false in that they falsely imply, *inter alia*, that:

(a) Hydro-Blok USA and Hydroblok Canada are the only ones that offer a shower system with the advantages over traditional building methods that they define in their advertisements; (b) Hydro-Blok USA and/or Hydroblok Canada conducted testing to verify their claims of superiority; (c) if anyone else offers an alternative shower system to traditional methods, including wedi, then Hydroblok's products are superior to such other products; and/or (d) Hydroblok's products are superior to wedi's products.

43. In the alternative, if the statements made by Wright and Hydro-Blok USA are literally true or ambiguous, they are misleading in their implications, and are likely to confuse

1 and deceive a substantial portion of their intended audience in connection with their purchasing
 2 decisions.

3 44. Wright's statement in or around December 2014 that all Hydroblok products were
 4 IAPMO-certified was literally false, because no Hydroblok products were IAPMO-certified at
 5 that time.

6 45. Wright and Hydro-Blok USA intended to deceive wedi customers, potential
 7 customers, and others through use of their false or misleading statements about Hydroblok and
 8 wedi products. This is shown by, *inter alia*, Wright's direct targeting of wedi's customers and
 9 potential customers, offering the Hydroblok shower system as a direct competitor to the wedi
 10 Product, and falsely claiming that the Hydroblok product is equal to or better than the wedi
 11 Product at similar price levels.

12 46. Wright and Hydro-Blok USA's conduct is in violation of Section 43(a) of the
 13 Langham Act, 15 U.S.C. §1125(a).

14 47. Wedi has been damaged and is likely to be damaged by Wright's and Hydro-Blok
 15 USA's wrongful conduct.

16 48. Wedi is entitled to an injunction against Wright and Hydro-Blok USA under 15
 17 U.S.C. §1116(a) according to the principles of equity and upon such terms as the Court may
 18 deem reasonable to prevent the continued violation of subsection (a) of Section 43 of the
 19 Langham Act.

20 49. Wedi is also entitled to recover (1) Wright's and Hydro-Blok USA's profits, (2)
 21 damages sustained by wedi, and (3) the costs of the action pursuant to 15 U.S.C. §1117(a).
 22 Under the circumstances, wedi is also entitled to enhanced damages up to three times the amount
 23 of actual damages and reasonable attorneys' fees.

24 **COUNT V – CIVIL CONSPIRACY (WRIGHT)**

25 50. Wedi realleges and incorporates herein by reference paragraphs 1 through 49
 26 above as if fully stated herein.

1 51. Wright and Hydroblok Canada entered into an agreement pursuant to which
 2 Wright would act as Hydroblok Canada's agent in the United States in promoting and selling
 3 Hydroblok products, which agreement required Wright to breach the responsibilities, duties, and
 4 obligations owed under his agreement with wedi, required Wright to breach his fiduciary duties
 5 owed to wedi, and included using false or misleading statements about Hydroblok and wedi
 6 products intended to deceive wedi customers, potential customers, and others.

7 52. In furtherance of the conspiracy, Wright engaged in wrongful acts as set forth
 8 herein.

9 53. Wedi has been damaged by Wright's conspiratorial conduct in an amount to be
 10 determined at trial.

11 **COUNT VI – WASHINGTON CONSUMER PROTECTION ACT,**

12 **RCW 19.86.020 (WRIGHT AND HYDRO-BLOK USA)**

13 54. Wedi realleges and incorporates herein by reference paragraphs 1 through 53
 14 above as if fully stated herein.

15 55. Wright and Hydro-Blok USA engaged in unfair and deceptive acts or practices in
 16 trade or commerce by use of false or misleading statements about Hydroblok and wedi products.
 17 The false or misleading statements deceive or have a tendency to deceive wedi customers,
 18 potential customers, and the public generally.

19 56. Wright's and Hydro-Block USA's conduct is in violation of RCW 19.86.020.

20 57. Wedi has been damaged and is likely to be damaged by Wright's and Hydro-Blok
 21 USA's wrongful conduct.

22 **COUNT VII – TORTIOUS INTERFERENCE WITH PROSPECTIVE**

23 **ECONOMIC ADVANTAGE (WRIGHT AND HYDRO-BLOK USA)**

24 58. Wedi realleges and incorporates herein by reference paragraphs 1 through 57
 25 above as if fully stated herein.

59. Wedi had a valid continued business expectancy with the distributors of its products in Washington and elsewhere. Wright and Hydro-Blok USA had knowledge of wedi's relationship with these distributors.

60. Wright and Hydro-Blok USA intentionally interfered with wedi's business expectancy with distributors using unlawful means as set forth above.

61. Wedi has been damaged by Wright's wrongful conduct.

JURY DEMAND

Pursuant to Fed. R. Civ. P. 38, plaintiff hereby demands trial by jury.

PRAYER FOR RELIEF

WHEREFORE having asserted claims entitling it to relief, wedi requests that this Court grant judgment in its favor, and jointly and severally against the defendants as follows:

(1) For money damages in an amount to be proven at trial, including, but not limited to, a disgorgement of all commissions paid by wedi to Wright (through Sound Product) from and after the time Wright began breaching his fiduciary duties to wedi as well as disgorgement of all money acquired from defendants' tortious conduct.

(2) For all prejudgment and postjudgment interest as allowed by law.

(3) Injunctive relief.

(4) All reasonable costs of court

(5) Attorneys' fees and costs for each claim where a recovery of attorneys' fees and costs is allowed.

(6) Punitive damages/civil penalties as allowed by law

(7) Joint and several liability as to all defendants

1 (8) Any other relief the Court deems just, equitable and proper.

2 DATED this 29th day of April, 2015.

3
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22 *Applications Pro Hac Vice to be Filed*